

Martin F. Casey (MFC-1415)
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JUDGE KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

08 CIV 5006

2008 Civ.

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CHUBB GROUP OF INSURANCE COMPANIES
a/s/o BEBE STORES, INC.,

COMPLAINT



Plaintiff,

- against -

SINGAPORE AIRLINES CARGO

Defendant.
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Plaintiff, CHUBB GROUP OF INSURANCE COMPANIES, by its attorneys, Casey & Barnett, LLC, for its Complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 U.S.C. § 1331.

2. Plaintiff, CHUBB GROUP OF INSURANCE COMPANIES (hereinafter "CHUBB") was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 55 Water Street, New York, New York 10041 and is the subrogated cargo insurer of a certain consignment of ladies apparel owned by BEBE STORES, INC., as more fully described below.

3. Defendant, SINGAPORE AIRLINES CARGO, was and is a foreign corporation with an office and place of business located at 710 McDonnell Road, San Francisco, California, 94128 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for a loss sustained during transit to a consignment consisting of 89 cartons of ladies apparel, with a total weight of 915 kg, which were delivered to the defendants and/or their agents in good order and condition in Xiamen, China for air carriage to San Francisco, California, U.S.A., pursuant to SINGAPORE AIRLINES CARGO airway bill number 618-9676-3251 dated May 24, 2006.

5. On or about May 31, 2006, the cargo arrived in San Francisco, California, U.S.A. and it was noted as being short 20 cartons of ladies apparel.

6. The loss sustained to the aforementioned consignment was caused solely by the negligence, carelessness, breach of contract and/or breach of bailment of the defendants, their employees, contractors, agents and servants, without any fault on the part of the plaintiff.

7. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to defendants within the time set forth in the Convention.

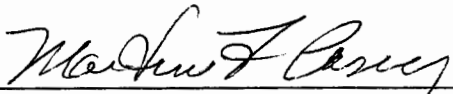
8. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other person or parties who may now have or hereinafter acquire an interest in this action.

9. By reason of the forgoing, plaintiff has been damaged in the amount of \$79,057.16 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$79,057.16, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
May 30, 2008
317-01

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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